

STATE OF MICHIGAN  
COURT OF APPEALS

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CASEVILLE HARBOR LIGHT, LLC,

Plaintiff-Appellant,

v

FISHERMAN'S COVE CONDOMINIUM  
ASSOCIATION,

Defendant-Appellee.

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UNPUBLISHED  
February 18, 2014

No. 314198  
Huron Circuit Court  
LC No. 12-105107-CZ

Before: O'CONNELL, P.J., and JANSEN and WILDER, JJ.

PER CURIAM.

Plaintiff appeals as of right from a stipulated order of dismissal without prejudice. The appeal presents a question of law regarding the circuit court's December 19, 2012, partial summary disposition order, in which the court ruled that plaintiff lacked standing to sue. We conclude that the circuit court erred on the issue of plaintiff's standing under section 32 of the Michigan Condominium Act (MCA), MCL 559.132. Accordingly, we vacate the partial summary disposition order, vacate the dismissal, and remand for further proceedings.

Plaintiff initially filed suit to prevent defendant from amending certain condominium bylaws. Plaintiff later filed a motion for partial summary disposition against defendant. In response to plaintiff's motion, defendant argued that plaintiff lacked standing to sue. After reviewing the parties' briefs and hearing arguments, the circuit court granted partial summary disposition in favor of defendant, as follows: "Defendant is entitled to Partial Summary Disposition relating to the Plaintiff's standing as a developer for the Fisherman's Cove Condominium Association as any and all developer rights have extinguished by operation of law."

This Court reviews de novo a circuit court's ruling on whether a party has standing to sue. *Barclae v Zarb*, 300 Mich App 455, 467; 834 NW2d 100 (2013). Similarly, we review de novo a circuit court's decision regarding the interpretation of Michigan statutes. See *Briggs Tax Serv, LLC v Detroit Pub Schs*, 485 Mich 69, 75; 780 NW2d 753 (2010). When interpreting a statute, a court's goal is to "give effect to the intent of the Legislature." *Superior Hotels, LLC v Mackinaw Twp*, 282 Mich App 621, 628-629; 765NW2d 31 (2009). The courts apply a presumption that the Legislature "intended the meaning expressed in the statute." *Id.* at 629.

This Court must avoid an interpretation of a statute that would render any part of the language as surplusage or nugatory. *Apsey v Memorial Hosp*, 477 Mich 120, 127; 730 NW2d 695 (2007).

“A litigant has standing whenever there is a legal cause of action.” *Lansing Sch Ed Ass’n v Lansing Bd of Ed*, 487 Mich 349, 372; 792 NW2d 686 (2010). In this case, the circuit apparently concluded that plaintiff had no legal cause of action under section 132 of the MCA. That section places a six-year cap on the expansion period for condominium projects, as follows:

If the condominium project is an expandable<sup>1</sup> condominium project, the master deed shall contain the following:

(a) The explicit reservation of an election on the part of the developer or its successors to expand the condominium project.

(b) A statement of any restrictions on the election in subdivision (a), including, without limitation, a statement as to whether the consent of any co-owners is required, and if so, a statement as to the method whereby the consent is ascertained; or a statement that the limitations do not exist.

(c) *A time limit based on size and nature of the project, of not more than 6 years after the initial recording of the master deed upon which the election to expand the condominium project expires.* [MCL 559.132 (emphasis added).]

It is undisputed in this case that the six-year expansion period lapsed. The circuit court apparently determined that when the six-year period lapsed, plaintiff was no longer a developer within the meaning of the MCA.

The circuit court’s interpretation overlooked the statutory definition of the term “developer.” The MCA defines “developer” as “a person engaged in the business of developing a condominium project as provided in this act.” MCL 559.106(2). Further, the MCA assigns duties and liabilities to developers, including completion of certain structures and improvements under MCL 559.166(4), and tort liability under MCL 559.209. Given these other statutory duties and liabilities, the lapse of the six-year expansion period did not necessarily strip plaintiff of its role as a developer under the MCA.

Because we conclude that the circuit court erred in its apparent interpretation of MCL 559.132, we do not address the other arguments presented by the parties on appeal. The circuit court may consider these arguments on remand.

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<sup>1</sup> An “expandable condominium” project is a project “to which additional land may be added in accordance with this act.” MCL 559.106(4).

Partial summary disposition and dismissal orders are vacated; remanded for additional proceedings consistent with this opinion. We do not retain jurisdiction. No taxable costs pursuant to MCR 7.219, neither party having prevailed in full.

/s/ Peter D. O'Connell

/s/ Kathleen Jansen

/s/ Kurtis T. Wilder